

Exhibit 12

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
HARRISBURG DIVISION

REMY HOLDINGS INTERNATIONAL, LLC,)
)
 Plaintiff,)
)
 -versus-) Civil Action
) No. 5:19-cv-00021
 FISHER AUTO PARTS, INC.,)
)
 Defendant.)

VIDEO-RECORDED DEPOSITION OF JOSEPH PARZICK
Via Videoconference
Friday, December 11, 2020

Reported Remotely by:
MARIANNE WITKOWSKI-SMITH
JOB NO. 185673

<p style="text-align: right;">Page 2</p> <p>1</p> <p>2</p> <p>3</p> <p>4 December 11, 2020</p> <p>5 9:04 a.m.</p> <p>6</p> <p>7</p> <p>8 VIDEO-RECORDED DEPOSITION of</p> <p>9 JOSEPH PARZICK, reported remotely by Marianne</p> <p>10 Witkowski-Smith, a Shorthand Reporter and Notary</p> <p>11 Public of the State of New York.</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 3</p> <p>1</p> <p>2 R E M O T E A P P E A R A N C E S:</p> <p>3</p> <p>4</p> <p>5 SANDS ANDERSON</p> <p>6 Attorneys for Plaintiff</p> <p>7 1111 East Main Street</p> <p>8</p> <p>9 Richmond, Virginia 23219</p> <p>10 BY: MATTHEW GREEN, ESQ.</p> <p>11</p> <p>12</p> <p>13 McGUIREWOODS</p> <p>14 Attorneys for Defendant</p> <p>15 800 East Canal Street</p> <p>16 Richmond, Virginia 23219</p> <p>17 BY: LYLE KOSSIS, ESQ.</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23 ALSO PRESENT:</p> <p>24 WILLIAM THOMAS - Legal Videographer</p> <p>25 JEFF WAWRZYNIAK, ESQ. - Brake Parts Inc.</p>
<p style="text-align: right;">Page 4</p> <p>1 J. Parzick</p> <p>2 VIDEO TECHNICIAN: Good morning,</p> <p>3 Counselors. My name is William Thomas.</p> <p>4 I am a certified legal videographer in</p> <p>5 association with TSG Reporting.</p> <p>6 Due to the severity of the COVID-19</p> <p>7 outbreak and following the practice of</p> <p>8 social distancing, I will not be in the</p> <p>9 same room with the witness. Instead, I</p> <p>10 will record this videotaped deposition</p> <p>11 remotely.</p> <p>12 The reporter, Marianne Smith, also</p> <p>13 will not be in the same room and will</p> <p>14 swear the witness remotely.</p> <p>15 Do all parties stipulate to the</p> <p>16 validity of this video-recording and</p> <p>17 remote swearing and that it will be</p> <p>18 admissible in the courtroom as if it had</p> <p>19 been taken following Rule 30 of the</p> <p>20 Federal Rules of Civil Procedures and the</p> <p>21 State's rules where this case is pending?</p> <p>22 MR. GREEN: On behalf of the</p> <p>23 plaintiff, yes.</p> <p>24 MR. KOSSIS: And on behalf of the</p> <p>25 defendant, yes.</p>	<p style="text-align: right;">Page 5</p> <p>1 J. Parzick</p> <p>2 VIDEO TECHNICIAN: Thank you very</p> <p>3 much. So this is the start of media</p> <p>4 labeled No. 1 of the video-recorded</p> <p>5 deposition of Joseph Parzick, taken in</p> <p>6 the matter Remy Holdings International</p> <p>7 LLC vs Fisher Auto Parts Inc. This is in</p> <p>8 the U.S. District Court, Western District</p> <p>9 of Virginia, Harrisonburg Division, Case</p> <p>10 No. 5:19-cv-00021.</p> <p>11 The time is 9:06 Mountain Time on</p> <p>12 December 11, 2020. My name is William</p> <p>13 Thomas, I'm the videographer, and</p> <p>14 Marianne Smith is the court reporter.</p> <p>15 Counsel, would you now please</p> <p>16 identify yourselves.</p> <p>17 MR. GREEN: Matt Green. I</p> <p>18 represent the plaintiff, Remy Holdings</p> <p>19 International LLC.</p> <p>20 MR. KOSSIS: My name is Lyle Kossis</p> <p>21 and I represent the defendant, Fisher</p> <p>22 Auto Parts Incorporated.</p> <p>23 VIDEO TECHNICIAN: And will the</p> <p>24 court reporter now please swear in the</p> <p>25 witness.</p>

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1 J. Parzick
2 the same market conditions, and if
3 this doesn't occur in Fisher's
4 opinion, then Fisher can change
5 suppliers and end this contract
6 with as little as sixty days of
7 advance notice. In such case,
8 Fisher shall not owe Remy any
9 additional moneys - parentheses -
10 except for payment for products
11 ordered prior to the date of
12 termination in the pro-rata
13 amounts listed below - end quote.
14 Did you see that, Mr. Parzick?
15 A. I do, I see it.
16 Q. And before this deposition, had you
17 read that particular language before?
18 A. I don't believe that I have, no.
19 Q. Okay. Do you recognize that as a
20 termination provision?
21 MR. GREEN: Object to form --
22 A. I -- I would say it's --
23 MR. GREEN: -- calls for --
24 (Simultaneous speaking.)
25 MR. GREEN: Go ahead.

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1 J. Parzick
2 Q. Okay. From Remy's perspective,
3 would someone like Dave Nichols be in the
4 best position to testify as to what this
5 contract meant?
6 MR. GREEN: Object to form and
7 beyond the scope of this deposition.
8 If you know --
9 A. So --
10 (Simultaneous speaking.)
11 A. -- so I -- I cannot recall whether
12 or not Dave Nichols was employed by Remy at
13 the time this was negotiated.
14 And as I mentioned, I would very
15 much like to know who signed it on behalf of
16 Remy, because I would have two questions as
17 it relates to that. What was the --
18 Q. Okay.
19 A. -- what -- who -- who was the
20 person that signed it and what was their
21 authority to do so.
22 Q. And -- and --
23 A. We're very specific about who can
24 sign contracts.
25 Q. No, and I appreciate that. And

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1 J. Parzick
2 A. I -- I would say it's a form of a
3 termination provision.
4 Q. Okay. And do you see that in that
5 provision it does not give Remy a right to
6 cure any performance issues?
7 MR. GREEN: Object to form, states
8 a legal conclusion.
9 Go ahead.
10 A. In -- in this particular paragraph,
11 since we're isolated on that and I've not had
12 an opportunity to read the rest of the
13 document nor whether there are any other
14 documents that are part and parcel to this, I
15 would say your statement is accurate.
16 Q. Okay. And -- and just to be clear
17 so you said my statement was accurate?
18 MR. GREEN: Same objections.
19 A. With -- with the provisos that I
20 gave you, which is I haven't read the entire
21 document and I don't know whether there are
22 any other documents that pertain to this, but
23 on -- on the surface of what this says in
24 this particular point, there is no mention of
25 a remedy, correct.

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1 J. Parzick
2 I'll represent to you that in his
3 depositions, Mr. Nichols, Dave Nichols, said
4 that he negotiated and signed this agreement.
5 A. Okay. Then -- then I would say he
6 is best positioned to answer that question.
7 Q. Okay. Just one moment.
8 Sorry, I had to locate a document.
9 A. I just want to add one other thing
10 I know you don't love it when I do this and I
11 try -- I'll try to keep this to a minimum.
12 But there's always a difference in
13 life and in conduct on what you write on a
14 page in a contract and the way you conduct
15 yourself. And as I mentioned earlier, this
16 is a business that although it's tough and
17 people are tough and firm, that they speak to
18 one another, they have dialogues and they
19 coach each other to get the performance that
20 they want.
21 So when customers are having
22 problems or believe that we're not doing
23 something as a vendor properly, there's
24 usually discussion, there's usually some sort
25 of representations around how things will